

**FIRST AMENDMENT TO THE AGENCY AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

This is the First Amendment to the "Agency Agreement for Countywide Household Hazardous Waste Collection Program," (AGREEMENT) by and between the City of _____ (CITY) and the County of Santa Clara, (COUNTY), which was effective on July 1, 2006.

The COUNTY and the CITY agree that:

1. Section 18. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

Except as amended herein, all terms and conditions of said AGREEMENT and the Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the date shown below:

COUNTY OF SANTA CLARA

CITY OF _____

Signature: _____

Signature: _____

Greg Van Wassenhove
Director of Department of Agriculture and
Environmental Management

Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY


Kathy Kretchmer
Deputy County Counsel

Date: 4-24-07

EXHIBIT A

18. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available upon written agreement between the CITY's authorized representative and the Director of the Department of Agriculture and Environmental Management. Additional services may include, but are not limited to, additional appointments (charged at the variable cost per car rate), Door-to-Door HHW Collection and Used Oil Filter Collection.

CITY agrees to augment up to an additional \$ 7,000.⁰⁰ to the Countywide HHW Program during Fiscal Year 2007 for the purpose of increased resident participation above the 3% service level. Augmentation will be calculated at the variable cost per car rate which is estimated at \$76.00 per car. Fiscal Year 2008 funding augmentations shall be agreed upon in writing by the Director of the Department of Agriculture and Environmental Management and the designated CITY representative. Other services will be charged on a cost recovery basis.

If the CITY elects to augment funding, the COUNTY will bill CITY at the end of each fiscal quarter for additional resident participation above the 3% service level. Payment is due within 30 days of the invoice date. At the end of each fiscal year, a final annual cost statement shall be prepared by the COUNTY and issued to the CITY. The annual cost statement will take into consideration costs incurred on behalf of the CITY for additional services and all payments made by the CITY to the COUNTY. If any balance is owed to the COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to the CITY, COUNTY will refund that amount to the CITY within 30 days of the annual cost statement.

**SECOND AMENDMENT TO THE AGENCY AGREEMENT FOR
COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM**

This is the Second Amendment to the "Agency Agreement for Countywide Household Hazardous Waste Collection Program," (AGREEMENT) by and between the City of _____ (CITY) and the County of Santa Clara, (COUNTY), which AGREEMENT was effective on July 1, 2006 and amended on _____, 2007.

The COUNTY and the CITY agree that:

1. Section 2 Program Funding Source is amended in full as follows:

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, \$2.22 per ton in FY 2007, \$2.05 per ton in FY 2008 and \$1.85 per ton in FY 2009, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE, will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the Department of Finance, Demographic Research Unit in its most recent Report, "Population Estimates for California Cities and Counties."
- B. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at nonprofit charitable reuse organizations. The existing fund balance of \$210,000 from previous years will fund Abandoned Waste Disposal Costs for Fiscal Years 2007 to 2009. The \$.12 per household Abandoned Waste Disposal apportionment for Fiscal Year 2007 will be redirected to the Facility Closure Cost Account. The apportionment for Fiscal Years 2008 to 2009 will be redirected to the City Discretionary Fund.
- C. Facility Closure Cost Account will cover the estimated cost of closing the three County Household Hazardous Waste Collection Facilities (CoHHWCF) when the time comes. The \$.12 per household Abandoned Waste Disposal apportionment for Fiscal Year 2007 will be redirected to this account to satisfy Permit By Rule requirements [California Code of Regulations, Title 22, sections 67450.25 (a) (2) (E) and 66265.110-66265.115].
- D. Variable Cost Per Car to provide a base level service to 3% of households in all participating jurisdictions.

E. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

Attachment A "Projected AB 939 HHW Fee Fiscal Year 2007" is amended in full as set forth in Attachment 1 "Projected AB 939 HHW Fee Fiscal Years 2007, 2008 and 2009" which is incorporated herein by this reference.

2. Section 3 **Fixed Program Costs** is amended as follows:

Fixed Program Costs shall be \$1.68, \$1.61 and \$1.68 per household per jurisdiction for Fiscal Years 2007, 2008 and 2009 respectively. Estimated HHW Fixed Costs by Fiscal Year are projected for Fiscal Years 2008 through 2009 as shown in Attachment 2 which is incorporated herein by this reference. Fixed Program Costs may include, but are not limited to six (6) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, program publicity, training costs, equipment and facility maintenance and union negotiated salary and benefit increases.

3. Section 6 **Variable Cost Per Car** is amended as follows:

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$76 per car for Fiscal Year 2007 and \$67 per car for FY 2008 and FY 2009. The estimated cost per car will be adjusted annually to reflect actual service costs. After Fixed Program Costs and Facility Closure Costs are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 3% of households across all participating jurisdictions. If the level of 3% of households is not reached in a particular jurisdiction, the CoHHW Program will use the remaining balance of funds, in cooperation with the CITY that has less than 3% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

4. Section 12. **Household Hazardous Waste Collection Facilities** is amended as follows:

COUNTY shall conduct collection operations at three County HHW Facilities (CoHHWCF) in FY 2007 and two HHW Facilities in FY 2008 and FY 2009. The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge. The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected. The current San Jose facility closed in November, 2006 and a new facility is expected to be ready at a new location by the beginning of FY 2009.

The CoHHWCFs are located at:

- ◆ *Sunnyvale Recycling Center, 164 Carl Road, Sunnyvale*
- ◆ *13055 Murphy Avenue, San Martin*

5. Section 18. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.
6. The following attachments of said AGREEMENT are amended in full as shown in the attachment hereto and incorporated by reference herein.

Attachment 1, "Projected AB 939 HHW Fee Fiscal Years 2007, 2008 and 2009" replaces Attachment A, "Projected AB 939 HHW Fee Fiscal Years 2007."

Attachment 3, "HHW Schedule for Fiscal Year 2007/2008" replaces Attachment C, "HHW Schedule for Fiscal Year 2006/2007."

Except as amended herein, all terms and conditions of said AGREEMENT shall remain in full force and effect.

The effective date of this Amendment is July 1, 2007.

IN WITNESS WHEREOF, COUNTY and CITY/TOWN, through their duly authorized representatives, have entered into this Second Amendment to the AGREEMENT on the date shown below:

COUNTY OF SANTA CLARA

CITY

Signature:

Signature:

Donald F. Gage, Chairperson
BOARD OF SUPERVISORS

Name

Title

ATTEST:

Phyllis A. Perez, Clerk
BOARD OF SUPERVISORS

APPROVED AS TO FORM AND LEGALITY:

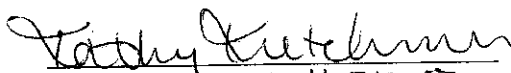

Kathy Kretchmer 4-24-07
Deputy County Counsel

EXHIBIT A

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CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available upon written agreement between the CITY's authorized representative and the Director of the Department of Agriculture and Environmental Management. Additional services may include, but are not limited to, additional appointments (charged at the variable cost per car rate), Door-to-Door HHW Collection and Used Oil Filter Collection.

CITY agrees to augment up to an additional \$ 7,000.⁰⁰ to the Countywide HHW Program during Fiscal Year 2008 for the purpose of increased resident participation above the 3% service level at the scheduled collection dates listed in Attachment 3 of this Amendment. Augmentation will be calculated at the variable cost per car rate which is estimated at \$67.00 per car. Fiscal Year 2009 funding augmentations shall be agreed upon in writing by the Director of the Department of Agriculture and Environmental Management and the designated CITY representative. Other services will be charged on a cost recovery basis.

If the CITY elects to augment funding, the COUNTY will bill CITY at the end of each fiscal quarter for additional resident participation above the 3% service level. Payment is due within 30 days of the invoice date. At the end of each fiscal year, a final annual cost statement shall be prepared by the COUNTY and issued to the CITY. The annual cost statement will take into consideration costs incurred on behalf of the CITY for additional services and all payments made by the CITY to the COUNTY. If any balance is owed to the COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to the CITY, COUNTY will refund that amount to the CITY within 30 days of the annual cost statement.